

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 19, 2003

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance 

**AGENDA ITEM WORDING:** Approval of Lease Amendment with the Rural Health Network of Monroe County, Florida, Inc., to reflect a commencement date change to January 1, 2003.

**ITEM BACKGROUND:** The five year Lease Agreement with the Rural Health Network of Monroe County, Florida, Inc., to occupy office space on the second floor of the new Juvenile Justice Building in Stock Island, was originally scheduled to commence on October 1, 2002. The Rural Health Network requested approval to waive rent for October, November, and December of 2002, due to their operations not effective until January 2003, and to change the Lease Agreement effective January 1, 2003.

**PREVIOUS RELEVANT BOCC ACTION:** On August 21, 2002, the BOCC approved a Lease Agreement with the Rural Health Network of Monroe County, Florida, Inc. to occupy approximately 775 square feet of useable office space on the second floor of the newly built Department of Juvenile Justice building on Stock Island at a rate of \$16.68 per s.f.

**CONTRACT/AGREEMENT CHANGES:** To change commencement date of Lease from October 1, 2002 to January 1, 2003, and to change expiration date from September 30, 2007 to December 31, 2007.

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** N/A

**BUDGETED:** Yes N/A No     

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:** Revenue Producing

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH** \$1,077.25 **Year** \$12,927.00

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

  
Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** 216

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: Rural Health Network Contract # \_\_\_\_\_  
 Effective Date: January 1, 2003  
 Expiration Date: December 31, 2007

**Contract Purpose/Description:**

To amend Article 2 of the original Lease Agreement dated August 21, 2002 and change the contract term from October 1, 2002 to September 30, 2007, to January 1, 2003 to December 31, 2007.

Contract Manager: Ann Mytnik 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 02/19/03 Agenda Deadline: 02/05/03

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ N/A Current Year Portion: \$ Revenue  
 Budgeted? Yes ☐ No ☐ Account Codes: \_\_\_\_\_  
 Grant: \$ N/A \_\_\_\_\_  
 County Match: \$ N/A \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/5/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-5-03</u>
Risk Management	<u>1/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>William Jenkins</u>	<u>1/29/03</u>
O.M.B./Purchasing	<u>1/30/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/30/03</u>
County Attorney	<u>1/31/03</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1-31-03</u>

Comments: OK. All changes on document draft. OKed contract.

**RECEIVED**

FEB 03 2003

BY: [Signature]

JAN 31 2003

[Signature]

## LEASE AMENDMENT

THIS LEASE AMENDMENT, is made and entered into this 19<sup>th</sup> day of February, 2003, between Monroe County, a political subdivision of the State of Florida, (Lessor/County), and the Rural Health Network of Monroe County, Florida, Inc., (Lessee).

WHEREAS, the parties hereto did enter into a Lease Agreement approved by the Monroe County Board of County Commissioners on August 21, 2002; NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the parties do agree as follows:

1. Article 2 of the original Lease Agreement dated August 21, 2002 shall be amended to reflect a new commencement date of January 1, 2003 and ending on December 31, 2007. (The first two months' rent is payable on or before March 1, 2003.)
2. All other provisions of said agreement approved August 21, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the day and date first above written.

(SEAL)

ATTEST: Danny L. Kolhage, Clerk

MONROE COUNTY FLORIDA, BOARD  
OF COUNTY COMMISSIONERS

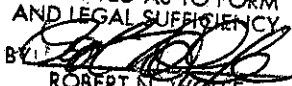
BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Mayor/Chairman

RURAL HEALTH NETWORK OF  
MONROE COUNTY, FLORIDA, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY:   
ROBERT N. WOLFE  
DATE 1-31-03

**LEASE AGREEMENT  
FOR  
NON - PROFIT ORGANIZATIONS**

This Lease Agreement ("Lease") is made and entered into this 21<sup>st</sup> day of August, 2002, between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL. 33040 (Lessor/County), and the Rural Health Network of Monroe County, Florida, Inc., (Lessee).

Whereas, the County and State of Florida, Department of Juvenile Justice, whereby there was reserved from the property described in Exhibit A, the second story in the Detention Facility Building, pursuant to a Lease Amendment dated August 15, 2001 and an original Land Lease Agreement dated July 8, 1999 and a Construction and Occupation Agreement (with a third party, the Monroe County Sheriff's Office), dated November 20, 2001; and Whereas the story may be utilized by the Lessor (or its designees, contractors, or agents) for any lawful public purpose; and Whereas, Lessee wishes to utilize space for the purpose of providing dental care services for the underserved public of Monroe County; now therefore,

The County and the Lessee agree as follows:

**1. DEMISE AND PREMISES**

For good and valuable consideration, the County hereby leases to the Lessee an area approximately 775 square feet of useable space, located on the second floor of the Juvenile Justice Building at 5503 College Road, Stock Island, Key West, Florida. Said area is depicted as "the premises" on a sketch of the second floor, said sketch being attached hereto as Exhibit B.

**2. TERM**

- A. Subject to and upon the terms and conditions set forth herein, this Lease shall continue in force for a term of five years commencing as of the 1<sup>st</sup> day of October, 2002 and ending on the 30<sup>th</sup> day of September, 2007.
- B. The County shall have the option to renew this agreement after the first term and each succeeding term for two additional five-year term periods.

**3. RENT**

- A. The Lessee shall promptly pay the County, in advance, the sum of \$1,077.25 per month on or before the 1<sup>st</sup> of each month. Rent is calculated by the rate structure of \$16.00 per square foot per year (approved by the Monroe County Board of County Commissioners at their 7/26/00 meeting) plus the CPI-U of 2.6% for July 2001, and 1.6% as of April 2002, for a current rate of \$16.68 per square foot per

year. Rent shall be made payable to Monroe County and paid to the Clerk located at the Monroe County Courthouse, 500 Whitehead Street, Key West, FL. 33040.

- B. The rental amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

**4. UTILITIES AND MAINTENANCE**

The rental amount shall be inclusive of utilities, maintenance and janitorial services.

**5. COMMON AREAS**

- A. Elevators, stairs, parking areas within fenced perimeter, grounds within fenced perimeter, and walkways shall constitute the Common Areas. The Common Areas of the building are for the joint use of the Department of Juvenile Justice (DJJ), the Monroe County Sheriff's Office (MCSO), and the County, as well as their officers, employees, agents and invitees including any operator or Lessee of DJJ, MCSO, or the County. Any and all such persons shall use the common areas in a reasonable, orderly, and sanitary manner in cooperation with all other occupants and their officers, employees, agents and invitees.
- B. Each tenant will conduct itself and will cause its officers, employees, agents, and invitees to conduct themselves with full regard for the rights, convenience, and welfare of all other occupants in the facility.

**6. UNAUTHORIZED USE**

Lessee shall, through its agents and employees, prevent the unauthorized use of the leased premises or the common areas, or any use thereof not in conformance with this Lease. The Lessee shall not permit the leased site to be used or occupied in any manner which will violate any laws or regulations of the applicable governmental authority or entity.

**7. ALTERATIONS**

The County or MCSO are allowed by contract to make non-structural alterations, additions, or improvements to the second floor of the DJJ building after reasonable advance written notice to DJJ. Therefore, any non-structural alterations, additions, or improvements which Lessee desires to make shall require County permission after advance reasonable written notice has been provided to DJJ.

**8. MECHANIC'S LIENS**

No Operators or Lessees will permit any mechanic's lien liens to be placed on the Property or on improvements on them. If a mechanic's lien is filed, it shall be the sole responsibility of the Operator or Lessee causing the lien to be filed to discharge the lien and to hold harmless and defend DJJ, MCSO, and the County against enforcement of such lien. Pursuant to Section 713.01, F.S. the liens authorized in ch. 713, F.S., do not apply to DJJ, the County, or the MCSO. DJJ, MCSO, the County and their Operators or Lessees shall give notice to all contractors before making improvements on the Property of this provision of this agreement.

**9. RECORDS – ACCESS AND AUDITS**

Lessee shall maintain adequate and complete records for a period of four years after termination of this lease. The County shall have access to the Lessee's books, records, and documents related to this Lease Agreement upon request. The access to and inspection of such books, records, and documents by the County shall occur at any reasonable time.

**10. RELATIONSHIP OF PARTIES**

Lessee is, and shall be an independent contractor and not an employee, agent or servant of the County. Lessee shall exercise control, direction, and supervision over the means, manner personnel and volunteers through where it performs the work. Lessee shall have no authority whatsoever to act on behalf and/or as agent for the County in any promise, agreement or representation other than specifically provided for in this Lease. The County shall at no time be legally responsible for any negligence on the part of the Lessee, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

**11. MODIFICATION**

Additions to, modifications to, or deletions from the provisions of this Lease shall be effective only if made in writing and executed by the County. No modification shall become effective without written approval of both parties.

**12. BREACH AND PENALTIES**

The parties agree to full performance of the covenants contained in the contract. Both parties reserve the right, at the discretion of each to terminate this Lease (pursuant to paragraph #13) for any misfeasance, malfeasance or nonperformance of the terms of this Lease or negligent performance of the Lease terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise. Payment of the rental amount shall be prorated if the lease is terminated effective before the end of any month. If the prorated amount and any penalties imposed for damage to the premises are less than the

amount paid, the County shall return the excess amount to Lessee. Lessee shall pay the County the cost of any repairs and clean-up (other than regular wear and tear) necessary to restore the premises to a rentable condition.

### **13. TERMINATION**

Termination of this Lease shall occur at the Natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:

- A. In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its act to terminate for cause, with a minimum of fourteen days notice in writing required prior to effective termination.
- B. In the event either party terminates without cause, the termination shall not take effect until at least sixty days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.
- C. In the event funding for the lease payment comes from federal or state grants, the agency may terminate lease if no or insufficient funds upon non-appropriation from such sources, upon giving the County thirty days notice prior to termination.

### **14. INSURANCE REQUIREMENTS**

Lessee shall carry, during the term of this Lease, public liability insurance, including bodily injury and property loss damage to cover all claims, demands or actions by any person or entity in any way arising from the operation of the Lease. Such liability insurance shall meet the requirements of the Insurance Requirement Attachments hereto. Monroe County shall be named as an additional insured under the insurance policy and such insurance shall be primary and non-contributing with any insurance carried by the County. Lessee shall furnish the County with a certificate evidencing the insurance required by this paragraph at the time of executing this Lease.

### **15. INDEMNIFICATION AND HOLD HARMLESS**

Lessee covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners, the Department of Juvenile Justice, and the Monroe County Sheriff's Office, their departments, agencies, officials, employees, agents, servants, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County, DJJ, and the MCSO) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, this Agreement.

In the event the Lessee fails to purchase or maintain the required insurance, the Lessee shall indemnify the County, DJJ, and the MCSO from any and all expenses resulting from such failure.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**16. PERMITS**

Lessee shall secure and maintain all required permits and/or licenses necessary to carry out any service it provides at the premises.

**17. LAWS AND REGULATIONS**

- A. This Lease shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. Lessee agrees for venue of any dispute to lie in Monroe County, Florida.
- B. Lessee shall comply with all federal, state and local laws and ordinances applicable to its activities and use of the premises, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in providing services or employing staff at the leased premises.
- C. Any violation of said statutes, ordinances, rules, regulations and executive orders shall constitute a material breach of this Lease and shall entitle the County to terminate this Lease immediately upon delivery of written notice to the Lessee.

**18. SEVERABILITY**

If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**19. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD**

In the event that the premises subleased are rendered untenable in whole or in substantial part as a result of destruction or damage by fire, acts of war, or acts of God this lease shall cease, provided, nonetheless, that the lessor shall have the option of rebuilding or repairing the premises if he elects so to do and gives written notice as such election to rebuild or repair to the sublessor within 10 days after such damage or destruction. If lessor elects to rebuild or repair the premises and does so without unnecessary delay, sublessee shall be bound by the terms of this lease, except that during the period of repairs or rebuilding, the rent under this sublease shall be abated in the same proportion as the portion of the premises rendered unfit for occupancy by sublessee shall



bear to the whole of the sublease premises. Sublessee shall have the right to declare this sublease terminated when more than 30 days after the destruction or damaging of the premises as shall have elapsed without the lessor having elected to repair or rebuild.

## **20. ASSIGNMENT**

Lessee shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Lease or any estate created by this Lease, or any interest in any portion of the same, without first obtaining the written consent of the County. In the event of such consent, this Lease shall be binding upon the Lessee's successors and assigns.

## **21. DISCLOSURE**

Lessee shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112, Part III and the Monroe County Ethics Ordinance. Lessee shall disclose to the County all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may constitute a conflict under said laws.

## **22. CARE OF PROPERTY**

Lessee shall be responsible to the County for the safekeeping and proper use of the property entrusted to the Lessee's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life. Lessee shall ensure that their patrons do not loiter or congregate on the property. Lessee shall not commit waste on the leased premises, nor maintain or permit a nuisance on the premises.

## **23. ETHICS CLAUSE**

Lessee warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this Lease without liability and may also, in its discretion, deduct from the Lease or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

## **24. NOTICE**

Any notice required or permitted under this Lease shall be in writing and hand-delivered or mailed, postage prepaid, by certified mail, return receipt requested, to the other party as follows:

To: County  
Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

To: Lessee  
Rural Heal Network of Monroe  
County Florida, Inc.  
P.O. Box 4966  
Key West, FL 33041-4966

25. FULL AGREEMENT

This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 9 hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



Attest: DANNY L. KOLHAGE, Clerk

By [Signature]  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By [Signature]  
Mayor/Chairman

(SEAL)  
Attest:

By \_\_\_\_\_

Title \_\_\_\_\_

RURAL HEALTH NETWORK OF  
MONROE COUNTY, FLORIDA, INC.

By [Signature]  
Mark L. Szurek, Ph.D.

Title Executive Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.  
BY [Signature]  
ROBERT WOLFE  
DATE 10-18-00